Residential Regular R-1 M D.P.U. No. 355 Effective January 1, 1997

Adjusted By:

\$6.50

Energy Conservation Service (ECS) Charge Adjustment for Cost of Conservation and Load Management July 1, 1996 January 1, 1996

# Monthly Charge as Adjusted

# Rates for Retail Delivery Service

<u>Customer Charge</u>	\$6.60
Wires Charge per kWh	6.292¢
Rate for Energy Service	
Charge per kWh	.874¢
Interruptible Credits	
IC-1	\$5.50
IC-2	\$7.50
IC-3 (billing months of July, Aug., Sept. and Oct. only)	\$6.00

of July, Aug., Sept. and Oct. only)

# Minimum Charge

IC-4

The monthly Customer Charge.

(billing months

#### **RESIDENTIAL REGULAR R-1**

#### AVAILABILITY

Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for church and farm purposes. The Company may under unusual circumstances permit more than one set of living quarters to be served through one meter under this rate, but if so, the Customer Charge shall be multiplied by the number of separate living quarters so served. A church and adjacent buildings owned and operated by the church may be served under this rate, but any such buildings separated by public ways must be billed separately.

Customers whose average monthly usage for the previous 12 months exceeds 2500 KWH per month may elect to take service on rate R-4, subject to the availability of the appropriate metering equipment.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges, Cable Facilities Surcharge, EMD Lease Charge and Fuel Adjustment Charge, less the applicable Interruptible Credit, if any:

# Rates for Retail Delivery Service

Customer Charge	\$6.45
Wires Charge per kWh	6.021¢
Rate for Energy Service	
Charge per kWh	.874¢

#### **Interruptible Credits**

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control hrs./day	<u>Credit</u>
IC-1	6	\$5.50
IC-2	16	\$7.50

#### **RESIDENTIAL REGULAR R-1**

If the Customer has installed a central air conditioning system of a type approved by the Company, and permits the Company to control the operation of the compressor for that system for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each summer billing month (defined as, July, August, September and October):

	Control hrs./day	Credit	
IC-3	6	\$6.00	

If the Customer has installed a pool pump of a type approved by the Company, and permits the Company to control the operation of the pool pump for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each summer billing month (defined as July, August, September and October):

	Control hrs./day	Credit
IC-4	6	\$6.50

#### ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management Programs.

## ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

## ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

#### **RESIDENTIAL REGULAR R-1**

#### EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generation facilities.

#### MINIMUM CHARGE

The monthly minimum charge shall be the monthly Customer Charge.

#### **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, the Interruptible Credits, and the Minimum Charge shall be multiplied by two.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this rate.

Residential Low Income R-2 M.D.P.U. No. 356 January 1, 1997

Effective

Adjusted By:

Energy Conservation Service (ECS) Charge Adjustment for Cost of Conservation and Load Management July 1, 1996 January 1, 1996

# Monthly Charge as Adjusted

# Rates for Retail Delivery Service

<u>Customer Charge</u> \$4.34

Wires Charge per kWh 4.196¢

Rate for Energy Service

Charge per kWh .640¢

Interruptible Credit

IC-1 \$5.50

IC-2 \$7.50

Minimum Charge

The monthly Customer Charge.

#### RESIDENTIAL-LOW INCOME R-2

#### **AVAILABILITY**

Service under this rate is available only to currently qualified customers for all domestic purposes in an individual private dwelling or an individual apartment, providing such customer meets <u>both</u> of the following criteria:

- 1. Must be the head of a household or principal wage earner.
- 2. Must be presently receiving Supplemental Security Income from the Social Security Administration; one of the following from the Commonwealth of Massachusett's Department of Public Welfare: Medicaid, Food Stamps, General Relief or Aid to Families with Dependent Children; Low Income Heating Energy Assistance Program (LIHEAP) from a certified Community Action Program Agency; or Veteran's Service Benefits (Chapter 115) from the Commonwealth of Massachusett's Veteran Services Administration.

It is the responsibility of the customer to annually certify, by forms provided by the utility, the continued compliance with the foregoing qualifications.

The Company may under unusual circumstances permit more than one set of living quarters to be served through one meter under this rate, but if so, the Customer Charge and the kilowatt-hours in each block of the Monthly Charge shall be multiplied by the number of separate living quarters so served.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges, Cable Facilities Surcharge, EMD Lease Charge and Fuel Adjustment Charge, less the applicable Interruptible Credit, if any:

## Rates for Retail Delivery Service

Customer Charge	\$4.19
-----------------	--------

Wires Charge per kWh 3.925¢

#### Rate for Energy Service

Charge per kWh .640¢

#### **RESIDENTIAL-LOW INCOME R-2**

### Interruptible Credits

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

Control hrs./day	Credit	
IC-1	6	\$5.50
IC-2	16	\$7.50

## ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor provisions to reflect costs related to the Company's Conservation and Load Management programs.

#### ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

#### ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

#### EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generating facilities.

#### MINIMUM CHARGE

The monthly minimum charge shall be the monthly Customer Charge.

# **RESIDENTIAL-LOW INCOME R-2**

## **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, the kilowatt-hours stated in each block, the Interruptible Credits and the Minimum Charge shall be multiplied by two.

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Residential - Time-of-Use (Optional) R-4 M.D.P.U. No. 357 Adjusted by: Effective January 1, 1997

Energy Conservation Service (ECS) Charge Adjustment for Cost of Conservation and Load Management July 1, 1996 January 1, 1996

# Monthly Charge as Adjusted

# Rates for Retail Delivery Service

Customer Charge \$21.27

Metering Charge

If applicable

Wires Charge per kWh

Peak Hours Use 11.874¢ Off-Peak Hours Use 3.132¢

Rate for Energy Service

Peak Hours Use 2.042¢

# Minimum Charge

The monthly Customer Charge plus the applicable Metering Charge, if any.

### RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4

#### AVAILABILITY

Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for church and farm purposes. For customers requiring special and complex metering for service, the availability of this rate will be subject to the Company's ability to render such service.

The Company may due to limitations of space, considerations of safety or an existing condition of the premises affecting the delivery of electric service, permit more than one dwelling unit to be served through one meter under this rate, but if so, the Customer Charge shall be multiplied by the number of dwelling units so served. A church and adjacent buildings owned and operated by the church may be served under this rate, but any such buildings separated by public ways must be billed separately.

Any residential customer whose average usage exceeds 2500 KWH/month for a 12 month period may elect to take service under this rate effective with installation of appropriate metering.

The actual delivery of service and rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company. Until service can be provided under this rate, the customer shall take service under Rate R-1.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Metering Charge (if applicable), Energy Service Charges, Cable Facilities Surcharge, EMD Lease Charge and Fuel Adjustment Charge.

# Rates for Retail Delivery Service

Customer Cha
--------------

\$21.12

New customers requiring special or complex metering for service shall pay a Metering Charge determined on an individual customer basis.

## Wires Charge per KWH

Peak Hours Use 11.603¢

Off-Peak Hours Use 2.861¢

#### Rate for Energy Service

Peak Hours Use 2.042¢

## RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4

#### PEAK AND OFF-PEAK PERIODS

Peak hours will be from 8:00 A.M. to 9:00 P.M. daily on Monday through Friday, excluding holidays.

Off-Peak hours will be from 9:00 P.M. to 8:00 A.M. daily Monday through Friday, and all day on Saturdays, Sundays and holidays.

The Company reserves the right to change these peak and off-peak hours, but in no case will the off-peak hours be less than eleven hours per day.

The holidays will be: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

#### ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs.

#### ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

#### ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

# RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4

#### EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generating facilities.

#### MINIMUM CHARGE

The monthly minimum charge shall be the sum of the monthly Customer Charge plus any applicable monthly Metering Charge.

#### **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, any applicable Metering Charge, and the Minimum Charge shall be multiplied by two.

#### TERM OF AGREEMENT

The agreement for service under this rate will continue for an initial term of one year if electricity can be properly supplied to a Customer without an uneconomic expenditure by the Company. The agreement may be terminated at any time on or after the expiration date of the initial term by twelve months' prior written notice.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

# Effective

# Limited Residential Electric Space Heating Rate E M D.P.U. No. 358

January 1, 1997

Adjusted By:

Energy Conservation Service (ECS) Charge Adjustment for Cost of Conservation and Load Management July 1, 1996 January 1, 1996

# Monthly Charge as Adjusted

# Rates for Retail Delivery Service

Customer Charge	\$6.60
Wires Charge per kWh	6.292

# Rate for Energy Service

Charge per kWh	.874¢
Charge per h v h	.07.

# Interruptible Credits

IC-1		\$5.50
IC-2		\$7.50
IC-3	(billing months of July, Aug., Sept. and Oct. only)	\$6.00
IC-4	(billing months	\$6.50

of July, Aug., Sept. and Oct. only)

# Minimum Charge

The monthly Customer Charge.

#### LIMITED RESIDENTIAL ELECTRIC SPACE HEATING RATE E

#### **AVAILABILITY**

The availability of this rate is limited to the following customers: 1) those who immediately prior to the effective date of this rate were served under Residential Electric Space Heating Rate E, M.D.P.U. No. 322, and are presently receiving service under this rate.

To such customers, service under this Limited Residential Space Heating Rate E continues to be available to residential customers for space heating through a separate meter. All space heating equipment shall be for operation at 208 or 240 volts and shall be installed permanently. All such equipment taking electric service hereunder shall be subject to the reasonable approval of the Company and not over 4500 watts may be connected to any single thermostat.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges, Cable Facilities Surcharge, EMD Lease Charge and Fuel Adjustment Charge, less the applicable Interruptible Credit, if any:

#### Rates for Retail Delivery Service

Customer Charge	\$6.45
Wires Charge per kWh	6.021¢
Rate for Energy Service	
Charge per kWh	0.874¢

## **Interruptible Credits**

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control hrs./day	Credit
IC-1	6	\$5.50
IC-2	16	\$7.50

## LIMITED RESIDENTIAL ELECTRIC SPACE HEATING RATE E

If the Customer has installed a central air conditioning system of a type approved by the Company, and permits the Company to control the operation of the compressor for that system for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each summer billing month (defined as, July, August, September and October):

	Control hrs./day	Credit	
	•		
IC-3	6	\$6.00	

If the Customer has installed a pool pump of a type approved by the Company, and permits the Company to control the operation of the pool pump for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each summer billing month (defined as July, August, September and October):

	Control hrs./day	Credit
IC-4	6	\$6.50

#### ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management Programs.

# ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

## ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

## LIMITED RESIDENTIAL ELECTRIC SPACE HEATING RATE E

#### EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generating facilities.

#### MINIMUM CHARGE

The monthly minimum charge shall be the monthly Customer Charge.

#### **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, the Interruptible Credits, and the Minimum Charge shall be multiplied by two.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this rate.

# General Service-Small Commercial & Industrial G-1 M.D.P.U. No. 359

Effective January 1, 1997

Adjusted By:

Energy Conservation Service (ECS) Charge Adjustment for Cost of Conservation and Load Management July 1, 1996 January 1, 1996

Monthly Charge as Adjusted	
Rates for Retail Delivery Service	
Customer Charge	\$9.40
<u>Location Service Charge</u> - For a	allowed unmetered service
	\$7.35

Minimum Charge -

Wires Charge per KWH

The applicable monthly Customer Charge or Location Service Charge, <u>provided</u>, <u>however</u> if the KVA transformer capacity needed to serve a customer exceeds 25 KVA, the minimum charge will be increased by \$1.75 for each KVA in excess of 25 KVA.

Rate for Energy Service

Charge per kWh

1.836¢

6.828¢

#### GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1

#### **AVAILABILITY**

Service under this rate is available for all purposes, subject to the provisions of this section. A new customer will begin service on this rate if the Company estimates that its average use will not exceed 10,000 kWh/month or 200 kW of demand. A Customer may be transferred from rate G-1 at its request or at the option of the Company if the customer's 12 month average monthly usage exceeds either 10,000 kWh/month or 200 kW of demand for 3 consecutive months.

A Municipality which owns and maintains streetlight fixtures served by underground conduit may take service under the unmetered service provision of this rate if the Municipality signs an Underground Electric Service for Non-Conforming Streetlighting Contract with the Company for underground electric service for streetlighting.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder.

No service will be furnished hereunder to a Customer for resale in whole or in part within the territory of the Company, except to a Customer who was engaged in reselling electricity furnished by the Company on October 21, 1958 who may continue to resell, but only under the same circumstances or conditions, in the same location and to the same extent as such Customer was reselling on said date.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges, Cable Facilities Surcharge, EMD Lease Charge, and Fuel Adjustment Charge:

# Rates for Retail Delivery Service

Customer Charge - applicable to metered service only.	\$9.25

Location Service Charge - for unmetered service as defined below. \$7.20

Wires Charge per KWH  $6.245\phi$ 

Rate for Energy Service

Charge per kWh 1.836¢

## GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1

#### **UNMETERED SERVICE**

Unmetered services are usually not permitted or desirable. However, the Company recognizes that there are certain instances where metering is not practical. Examples of such locations are telephone booths and fire box lights. The monthly bill generally will be computed by applying the rate schedule to a use determined by multiplying the total load in kilowatts by 730 hours. However, the energy use may be adjusted after tests of the unmetered equipment indicate lesser usage.

The kilowatthour use for underground electric service for streetlighting shall be determined according to the provisions of the Contract for the service.

When unmetered service is provided the Customer Charge will be waived and the Location Service Charge will be applied.

#### ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs.

#### ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

#### ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

#### EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generating facilities.

## GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1

#### MINIMUM CHARGE

The monthly minimum charge will be the applicable monthly Customer Charge or Location Service Charge.

However, if the KVA transformer capacity needed to serve a customer exceeds 25 KVA, the minimum charge will be increased by \$1.75 for each KVA in excess of 25 KVA.

#### **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the applicable Customer Charge or Location Service Charge, and the Minimum Charge shall be multiplied by two.

#### TERM OF SERVICE

Customers served under this rate must provide the Company with two years prior written notice before: (1) purchasing, allowing to be purchased, or using electricity from any source other than the Company; or (2) installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of October 1, 1993.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

# General Service - Demand G-2 M.D.P.U. No. 360 Adjusted By:

Effective January 1, 1997

Energy Conservation Service (ECS) Charge Adjustment for Cost of Conservation and Load Management July 1, 1996 January 1, 1996

# Monthly Charge as Adjusted

# Rates for Retail Delivery Service

Customer Charge \$17.08

Wires Demand Charge per KW \$10.06

Wires Energy Charge per KWH 1.924¢

Rate for Energy Service

Charge per kWh  $1.420\phi$ 

# Minimum Charge

The Customer Charge plus the Demand Charge.

#### GENERAL SERVICE - DEMAND G-2

#### **AVAILABILITY**

Service under this rate is available for all purposes, subject to the provisions of this section. A new customer will begin service on this rate if the Company estimates that its average use will exceed 10,000 kWh/month, but not exceed 200 kW of Demand.

A Customer may be transferred from rate G-2 at its request if the customer's 12 month average monthly usage either (a) is less than 8,000 kWh/month or (b) exceeds 200 kW of Demand for 3 consecutive months. A Customer may be transferred at the option of the Company if the Customer's 12 month average usage either (a) is less than 8,000 kWh/month or (b) exceeds 200 kW of Demand for 3 consecutive months.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder.

No service will be furnished hereunder to a Customer for resale in whole or in part within the territory of the Company, except to a Customer who was engaged in reselling electricity furnished by the Company on October 21, 1958 who may continue to resell, but only under the same circumstances or conditions, in the same location and to the same extent as such Customer was reselling on said date.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges, Cable Facilities Surcharge, EMD Lease Charge and Fuel Adjustment Charge:

# Rates for Retail Delivery Service

Customer Charge		\$16.93
Wires Demand Charge per KW	\$10.06	
Wires Energy Charge per KWH	1.643¢	
Rate for Energy Service		
Charge per kWh	1.420¢	

#### GENERAL SERVICE - DEMAND G-2

#### ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs.

## ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

## ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

#### EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generating facilities.

#### **DEMAND**

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak occurring during such month as measured in kilowatts;
- b) 90% of the greatest fifteen-minute peak occurring during such month as measured in kilovolt-amperes, where the Customer's kilowatt Demand exceeds 75 kilowatts; or
- c) 5 kilowatts.

#### HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a

## GENERAL SERVICE - DEMAND G-2

discount of 1.0% will be allowed from the amount determined under the preceding provisions.

When the metering equipment is installed on the Customer's side of the transformers and the nameplate transformer rating is greater than 120 percent of the Customer's highest demand over the last twelve months, the Company may adjust the Kw, Kva, and Kwh meter registrations or adjust electronic meter program settings to compensate for unmetered transformer losses.

## CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 45 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

#### MINIMUM CHARGE

The monthly Minimum Charge shall be the sum of the monthly Customer Charge, and Demand Charge.

#### TERM OF SERVICE

Customers served under this rate must provide the Company with two years prior written notice before: (1) purchasing, allowing to be purchased, or using electricity from any source other than the Company; or (2) installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of October 1, 1993.

If service is furnished hereunder to a Customer for resale in whole or in part, outside the territory of the Company, then the initial term of agreement shall be not less than five years, at the expiration of which or any subsequent period, the agreement shall be automatically renewed for additional periods of one year each unless at least six months prior to such expiration, either party shall have given written notice to the other that it does not care to have the agreement continue after such expiration date.

# TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Time-of-Use - G-3 M.D.P.U. No. 361 Effective January 1, 1997

Adjusted By:

Energy Conservation Service (ECS) Charge Adjustment for Cost of Conservation and Load Management July 1, 1996 January 1, 1996

Monthly Charge as Adjusted

Rates for Retail Delivery Service

Customer Charge \$\$74.90

Wires Demand Charge per KW \$9.88

Wires Energy Charge per KWH

Peak Hours Use 3.171¢

Off-Peak Hours Use 1.936¢

Rate for Energy Service

Charge per kWh 1.011¢

# Minimum Charge

The monthly Customer Charge plus the Demand Charge.

#### TIME-OF-USE - G-3

#### **AVAILABILITY**

Service under this rate is available for all purposes, subject to the provisions of this section. A new customer will begin service on this rate if the Company estimates that its average use will exceed 200 kW of Demand.

A Customer may be transferred from rate G-3 at its request if the customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months. A Customer may be transferred from rate G-3 at the option of the Company if the Customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder.

The actual delivery of service and the rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company.

All Customers served on this rate must elect to take their total electric service under the time-of-use metering installation as approved by the Company. If delivery is through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate.

No service will be furnished hereunder to a Customer for resale in whole or in part within the territory of the Company, except to a Customer who was engaged in reselling electricity furnished by the Company on October 21, 1958 who may continue to resell, but only under the same circumstances or conditions, in the same location and to the same extent as such Customer was reselling on said date.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges, Cable Facilities Surcharge, and EMD Lease Charge and Fuel Adjustment Charges.

Rates for Retail Delivery Service		
Customer Charge		\$74.75
Wires Demand Charge per KW	\$9.88	

#### TIME-OF-USE - G-3

## Wires Energy Charge per KWH

Peak Hours Use 2.688¢

Off-Peak Hours Use 1.453¢

## Rate for Energy Service

Charge per kWh 1.011¢

#### PEAK AND OFF-PEAK PERIODS

Peak hours will be from 8:00 A.M. to 9:00 P.M. daily on Monday through Friday, excluding holidays.

Off-Peak hours will be from 9:00 P.M. to 8:00 A.M. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

The Company reserves the right to change these peak and off-peak hours, but in no case will the off-peak hours be less than eleven hours per day.

The holidays will be: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

#### ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs.

#### ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

#### TIME-OF-USE - G-3

#### ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

#### EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generating facilities.

#### **DEMAND**

The Demand for each month under ordinary load conditions shall be the greater of the following:

- a) The greatest fifteen-minute peak occurring during the Peak Hours period within such a month as measured in kilowatts; or
- b) 90% of the greatest fifteen-minute peak occurring during the Peak Hours period of such month as measured in kilovolt-amperes.

#### CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 45 cents per kilowatt of the billing Demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.14 per kilowatt of the billing Demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

#### HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1.0% will be allowed from the amount determined under the preceding provisions.

When the metering equipment is installed on the Customer's side of the transformers and the nameplate transformer rating is greater than 120 percent of the Customer's highest demand over the last twelve months, the Company may adjust the Kw, Kva, and Kwh meter registrations or adjust electronic meter program settings to compensate for unmetered transformer losses.

## TIME-OF-USE - G-3

#### TERM OF SERVICE

Customers served under this rate must provide the Company with two years prior written notice before: (1) purchasing, allowing to be purchased, or using electricity from any source other than the Company; or (2) installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of October 1, 1993.

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

# Effective January 1, 1997

# STREET LIGHTING - COMPANY OWNED EQUIPMENT S-1 M.D.P.U. No. 362

# Adjusted By:

# Luminaire

Type/Lumens	Code(s)	Annual KWH
Incandescent		
1,000	10	440
2,500	11	845
6,000	13	1,872
10,000	14	2,591
Mercury Vapor		
4,000 PT	01	561
8,000 PT	02	908
4,000	03	561
8,000	04	908
11,000	16	1,248
22,000	05	1,897
63,000	06	4,569
22,000 FL	23	1,897
63,000 FL	24	4,569
Sodium Vapor		
4,000	70, 83	248
5,800	71	349
9,600	72, 79	490
13,000 (Retrofit)	41	758
16,000	73	714
27,500	74	1,284
27,500 FL	77	1,255
27,500 (12 Hr.)	81	1,314
27,500 (24 Hr.)	82	2,628
50,000	75	1,968
50,000 FL	78	1,968
140,000	76	4,578

### STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

#### **AVAILABILITY**

Street Lighting Service is available under this rate to any Customer in accordance with the qualifications and the specifications hereinafter set forth:

- 1. For municipally-owned or accepted roadways, which includes those classified as "private ways", for which a municipality has agreed to supply street lighting service.
- 2. For municipally-owned or accepted parking lots, driveways, and park walkways, if served through overhead conductors. Underground service to these areas is available where underground secondary conductors exist or can be installed as a part of, and in conjunction with an underground distribution system. Such equipment must be accessible to Company motorized equipment. However, if the foregoing conditions for underground connected lighting do not, or will not exist, then such lighting may be installed by the Company under the condition that the Customer provide the trenching and backfilling necessary for the installation of conduit and/or conductors and pole foundations if required.
- 3. Security lighting service is available under this rate to any Customer where the necessary fixtures can be supported on Company's existing poles and where such service can be supplied directly from existing secondary voltage circuits. Where the necessary fixtures cannot be supported on existing poles, wood poles may be furnished in place in accordance with the schedule of Pole Charges listed below under Section B provided no such pole is more than one span from an existing overhead secondary facility.
- 4. Service under this rate is contingent upon Company ownership and maintenance of street lighting equipment.
- 5. Service under this rate is not available for limited access highways and the access and egress ramps thereto.
- 6. Charges for the operation of street lighting equipment will be given special consideration when such equipment is installed in locations or under conditions such that the estimated income will be insufficient to justify the estimated cost of construction.

# STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

# RATE

# A. <u>Luminaire Charge</u>:

Lumen Rating	Wattage	Code	Annual \$/Unit	
<u> </u>	<u> </u>	<u> </u>	ψ, CIIIt	
<u>Incandescent</u> *				
1,000 *	105	(10)	\$69.84	
2,500 *	202	(1197.20		
6,000 *	448	(13)	153.00	
10,000 *	620	(14)	187.56	
Mercury Vapor				
Streetlights				
4,000 *	134	(03)	\$ 74.28	
8,000 *	217	(04)	92.88	
11,000 *	299	(16)	122.52	
22,000 *	454	(05)	168.24	
63,000 *	1094	(06)	341.64	
Post Top				
4,000**	134	(01)	84.24	
8,000**	217	(02)	118.44	
Floodlights				
22,000*	454	(23)	188.16	
63,000*	1094	(24)	383.04	
C 11 17		, ,		
Sodium Vapor				
Streetlights				
4,000	59	(70)	\$71.04	
5,800*	63	(71)	87.72	
9,600	117	(72)	96.96	
13,000(Ref)\$1	(41)	109.56		
16,000	171	(73)	110.16	
27,500	307	(74)	151.20	
50,000	471	(75)	216.72	
140,000*	1096	(76)	361.08	

# STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

Lumen Rating	Wattage	Code	Annual \$/Unit	
Floodlights				
27,500 50,000	300 466	(77) (78)	\$205.44 253.56	
140,000* Post Top	1,096	(80)	411.36	
rost top				
4,000 **	59	(83)	77.04	
9,600 **	117	(79)	90.60	
Wallighter				
27,500 (12 Hr.)	300	(81)	174.12	
27,500 (24 Hr.)	300	(82)	209.28	

<sup>\*</sup> No further installation or relocation of this size light after the effective date of this rate.

In conformance with the American Standards Association roadway lighting practice, the mounting height of the luminaires as coded shall be no lower than the following nominal heights.

```
Code 01, 02, and 79, 83 - Nominal 13 ft. mounting height, Post Top Code 03, 04, 11, 41, 70, 71,

72, & 77 - Nominal 25 ft. mounting height

Code 05, 06, 73, 74, & 78 - Nominal 30 ft. mounting height

Code 76 - Nominal 35 ft. mounting height
```

## B. Pole and Accessory Charge:

An additional annual charge as enumerated below in the schedule of pole prices will be applied to the foregoing charges for the luminaire stated in Section A where the Company is requested to furnish a suitable pole, for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated.

<sup>\*\*</sup> Post top luminaires will only be permitted in underground development areas.

# NANTUCKET ELECTRIC COMPANY STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

# Overhead Service

Mounting Height (	<u>Code</u>	Annual \$/Unit
Wood Poles Charge for Shared Pole	(P) (A)	\$46.56 23.28
Underground Service	(A)	23.20
Onderground Service		Annual
Mounting Height	Code	\$/Unit
Non-Metalic		<u>.</u>
Fiberglass without Base	(R)	\$54.84
Fiberglass with Base <25 ft.	(C)	\$114.36
Fiberglass with Base =>25 ft.	(D)	\$191.16
Metal Poles		
(Embedded)	(F)	\$55.56
(With Foundation)	(T)	\$142.56
(Shared Pole Chrg)	(H)	\$71.28
Rate for Retail Delivery Service		
Wires Charge per kWh		1.925¢
Rate for Energy Service		
Charge per kWh		1.034¢

# TOTAL STREETLIGHT BILL

The monthly streetlight bill shall consist of the service and maintenance cost per unit (with pole charge if applicable) plus wires charge plus energy service charge plus Fuel Adjustment charges plus Cable Facilities Surcharge plus EMD Lease Charge.

Sheet 5

#### NANTUCKET ELECTRIC COMPANY

# STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

#### ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

## ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

## EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generating facilities.

#### HOURS OF OPERATION

All street lights will be operated every night from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

#### **PAYMENTS**

One-twelfth of the annual price including such adjustments herein specified will be billed each and every month beginning with the month next following the month in which service is rendered.

#### **RELAMPING**

All lamps will be spot replaced on burnout. The Customer is responsible for notifying the Company of lamp outages.

#### FAILURE OF LIGHTS TO BURN

Should any light or lights fail to burn the full period provided therefore, except as hereinafter specified, a deduction will be made from the luminaire price of such light or lights, upon presentation of a claim therefor from the Customer, equivalent to such part of the annual price thereof as is equal to the ratio that the time of any

# STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

outage bears to the annual burning time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of God or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

#### **EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as a pole, lamp, fixture or conductors being broken or damaged more than once a year. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

#### TERM OF AGREEMENT

Two years. Upon expiration of the initial or any subsequent period of any agreement, it will continue for additional periods of one year unless, at least six months prior to such expiration, either party has given to the other written notice that it desires to have the agreement terminate at such expiration date.

#### DISCONTINUANCE OF LIGHTS

A Customer may not discontinue, during any calendar year, lights in excess of one percent of the maximum number of each type and size of lights in service at any time during such calendar year, unless the discontinued lights in excess of one percent are replaced by such number of other types of lights wherein the Company owns and maintains such lights as may be mutually agreed upon, or the Customer agrees to pay the Company an amount equal to the unamortized balance of the original installation cost of each light in excess of one percent.

#### CONTINUANCE OF SERVICE AT REQUEST OF PRIVATE PARTY

A street light which a city or town or developer has requested the Company to discontinue, may be retained in or restored to service at the request of an individual customer of the Company who owns or occupies adjacent premises, provided that (1) the street light fixture is still in place, (2) the customer agrees in writing to pay for the service on a monthly basis at one-twelfth of the applicable annual price, and (3) the Company receives payment of the \$25.00 reactivation charge, if the light has been disconnected. The customer may terminate the agreement at any time, after 30 days' notice in writing to the Company. Upon such notice, if the city or town does not accept responsibility for payment, the Company will disconnect the light.

# STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

# TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

# Effective January 1, 1997

# STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20 M.D.P.U. No. 363

# Adjusted By:

# Luminaire

Type/Lumens	Code(s) Ann	ual KWH
Incandescent		
1,000	10	440
2,500	11	845
6,000	13	1,872
10,000	14	2,591
Mercury Vapor		
4,000 PT	01	561
8,000 PT	02	908
4,000	03	561
8,000	04	908
11,000	16	1,248
22,000	05	1,897
63,000	06	4,569
22,000 FL	23	1,897
63,000 FL	24	4,569
Sodium Vapor		
4,000	70, 83	248
5,800	71	349
9,600	72, 79	490
13,000 (Retrofit)	41	758
16,000	73	714
27,500	74	1,284
27,500 FL	77	1,255
27,500 (12 Hr.)	81	1,314
27,500 (24 Hr.)	82	2,628
50,000	75	1,968
50,000 FL	78	1,968
140,000	76	4,578

Other Rate Clauses apply as usual.

#### SODIUM-VAPOR CONVERSION

# STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

#### **AVAILABILITY**

- 1. This rate is available to any Customer on Rate S-1 which agrees to convert all existing incandescent and mercury vapor source lights to sodium-vapor source lights. The agreement for such conversion is part of this rate.
- 2. Service under this rare is contingent upon Company ownership and maintenance of street lighting equipment.
- 3. Charges for the operation of street lighting equipment will be given special consideration when such equipment is installed in locations or under conditions such that the estimated income will be insufficient to justify the estimated cost of construction.

#### **RATE**

# A. Luminaire Charge:

#### Incandescent

Lumen Rating	Wattage	Code	Annual _\$/Unit	
1,000	105	(10)	Φ.C.5.77.C	
1,000 2,500	105 202	(10) (11)	\$65.76 53.88	
6,000	448	(11)	57.72	
10,000	620	(14)	36.60	

# SODIUM-VAPOR CONVERSION

# STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

# Mercury Vapor

Lumen Rating	<u>Wattag</u>	e <u>Code</u>	Annual \$/Unit	
Streetlights				
4,000 8,000 11,000 22,000	134 217 299 454	(03) (04) (16) (05)	\$64.08 87.36 97.80 131.88	
63,000 Post Top	1094	(06)	139.44	
4,000 8,000	134 217	(01) (02)	70.08 80.88	
<u>Floodlights</u>				
22,000 63,000	454 1094	(23) (24)	\$186.60 176.52	
Sodium Vapor				
Streetlights				
2 5	4,000 5,800 9,600 et) 6,000 7,500 0,000 0,000	59 63 117 181 171 307 471 1096	(70) (71) (72) (41) (73) (74) (75) (76)	\$71.04 87.72 96.96 109.56 110.16 151.20 216.72 361.08

#### SODIUM-VAPOR CONVERSION

# STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

<u>Lumen Rating</u> <u>Floodlights</u>	Wattage	Code	Annual \$/Unit	
27,500	300	(77)	\$205.44	
50,000	466	(78)	253.56	
140,000	1,096	(80)	411.36	
Post Top 4,000 9,600	59 117	(83) (79)	77.04 90.60	
Wallighter				
27,500 (12 Hr.)	300	(81)	174.12	
27,500 (24 Hr.)	300	(82)	209.28	

In conformance with the American Standards Association roadway lighting practice, the mounting height of the luminaires as coded shall be no lower than the following nominal heights.

Code 01, 02, and 79, 83

Code 03, 04, 11, 41, 70, 71,

72, & 77

Code 05, 06, 73, 74, & 78

Code 76

- Nominal 13 ft. mounting height, Post Top

Nominal 25 ft. mounting height

Nominal 30 ft. mounting height

Nominal 35 ft. mounting height

# B. Pole and Accessory Charge:

An additional annual charge as enumerated below in the schedule of pole prices will be applied to the foregoing charges for the luminaire stated in Section A where the Company is requested to furnish a suitable pole, for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated.

#### SODIUM-VAPOR CONVERSION

# STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

# Overhead Service

Mounting Height	Code	Annual \$/Unit
Wood Poles Shared Pole Charge	(P) (A)	\$46.56 23.28

# **Underground Service**

Mounting Height Coo Non-Metalic	<u>le</u>	Annual \$/Unit
Fiberglass Pole without Base	(R)	\$54.84
8	` ′	*
Fiberglass Pole with Base<25 ft.	(C)	114.36
Fiberglass Pole with Base =>25 ft.	(D)	191.16
Metal Poles		
(Embedded)	(F)	55.56
(With Foundation)	(T)	142.56
(Shared Pole Chrg)	(H)	71.28

# Rate for Retail Delivery Service

Wires Charge per kWh .358¢

# TOTAL STREETLIGHT BILL

The monthly streetlight bill shall consist of the service and maintenance cost per unit (with pole charge if applicable) plus wires charge per kWh plus the fuel adjustment charges and the Cable Facilities Surcharge plus EMD Lease Charge.

#### SODIUM-VAPOR CONVERSION

#### STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

#### ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

#### ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Cable Facilities Surcharge Provision to reflect costs related to the Company's cable facilities.

#### EMD LEASE CHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's EMD Lease Charge Provision to reflect the costs related to the Company's lease with New England Power Company of certain generating facilities.

#### HOURS OF OPERATION

All street lights will be operated every night from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

#### **PAYMENTS**

One-twelfth of the annual price including such adjustments herein specified will be billed each and every month beginning with the month next following the month in which service is rendered.

#### SODIUM-VAPOR CONVERSION

#### STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

#### **RELAMPING**

All lamps will be spot replaced on burnout. The Customer is responsible for notifying the Company of lamp outages.

#### FAILURE OF LIGHTS TO BURN

Should any light or lights fail to burn the full period provided therefore, except as hereinafter specified, a deduction will be made from the luminaire price of such light or lights, upon presentation of a claim therefor from the Customer, equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of God or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

#### **EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as a pole, lamp, fixture or conductors being broken or damaged more than once a year. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

#### TERM OF AGREEMENT

Five years. Upon expiration of the initial or any subsequent period of any agreement, it will continue for additional periods of one year unless, at least six months prior to such expiration, either party has given to the other written notice that it desires to have the agreement terminate at such expiration date.

# DISCONTINUANCE OF LIGHTS

A Customer may not discontinue, during any calendar year, lights in excess of one percent of the maximum number of each type and size of lights in service at any time during such calendar year, unless the discontinued lights in excess of one percent are replaced by such number of other types of lights wherein the Company owns and maintains such lights as may be mutually agreed upon, or the Customer agrees to pay the Company an amount equal to the unamortized balance of the original installation cost of each light in excess of one percent.

#### SODIUM-VAPOR CONVERSION

# STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

#### CONTINUANCE OF SERVICE AT REQUEST OF PRIVATE PARTY

A street light which a city or town has requested the Company to discontinue, may be retained in or restored to service at the request of an individual customer of the Company who owns or occupies adjacent premises, provided that (1) the street light fixture is still in place, (2) the customer agrees in writing to pay for the service on a monthly basis at one-twelfth of the applicable annual price, and (3) the Company receives payment of the \$25.00 reactivation charge, if the light has been disconnected. The customer may terminate the agreement at any time, after 30 days' notice in writing to the Company. Upon such notice, if the city or town does not accept responsibility for payment, the Company will disconnect the light.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

#### COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-3

#### **AVAILABILITY**

Cooperative Interruptible Service - 1 (I-3) is available only to Customers who can designate as Nominal Interruptible Load the larger of either 200 kilowatts or twenty percent (20%) of their Nominal Peak Period Load. This provision is not available for new applicants after December 31, 1996. Participants under this provision immediately prior to January 1, 1997 may continue on this provision until January 1, 2001 at which time the provision shall not be in effect.

Cooperative Interruptible Service is not available to a Customer who participates in the Company's standby or emergency generator program.

Each Cooperative Interruptible Service Customer must execute a CIS Service Agreement, subject to Company approval, which sets forth the choices and specific requirements of that Customer.

The Company reserves the right to restrict the availability of Cooperative Interruptible Service to new Customers if and when the amount of Nominal Interruptible Load in aggregate exceeds 75 megawatts.

#### **DEFINITION OF TERMINOLOGY**

<u>Firm Power Level (FPL)</u> - the specified level of demand in kilowatts that the Customer agrees not to exceed on average during each Interruption.

Interruption - any particular day of the year chosen by the Company or its designated agent during which the Customer, after proper notification by the Company via the established communication system, agrees that the metered KW load will not exceed their FPL. Each Interruption will have specified hours.

# Nominal Peak Period Load (NPPL) - the average of the maximum Peak

Period demands, measured in kilowatts or 90% of kilovolt-amperes, whichever is larger, during each of the seven Peak Months prior to the current Program Year or prior to the time of executing the CIS Service Agreement.

Nominal Interruptible Load (NIL) - the difference between Nominal Peak

Period Load and the Firm Power Level. This quantity is recalculated prior to and will be fixed for each Program Year.

<u>Credited Interruptible Load (CIL)</u> - the product of Nominal Interruptible Load and the Peak Period Load Factor.

Sheet 2

#### NANTUCKET ELECTRIC COMPANY

#### COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-3

<u>Program Year</u> - the 12 month period from November of a given calendar year through October of the succeeding calendar year.

<u>Peak Months</u> - the seven billing months for June, July, August, September, December, January and February.

<u>Peak Period</u> - weekdays during the hours of 9 am to 10 pm in June, July, August and September and the hours of 8 am to 9 pm in December, January and February.

<u>Peak Period Load Factor (PPLF)</u> - the decimal, rounded off to four places, derived from the following formula:

(Total KWH consumed during Peak Periods of Peak Months.)

(NPPL x Hours in Peak Periods of Peak Months.)

In calculating PPLF, the most recent Program Year shall be used. The Company may, at its discretion, choose some other period of time to calculate PPLF, as well as NPPL. All days on which interruptions were called shall be deleted from the record of Customer loads used to calculate PPLF.

Interruption Period Load (IPL) - the average of the 15-minute

integrated load, as measured by the Company's metering equipment in kilowatts or as 90% of kilovolt amperes, whichever is larger, during the specified hours of each Interruption.

#### RATE FOR SALES

The Customer shall pay for electricity actually used each month under the filed rate applicable to the Customer, except as described below. Customers may be subject to Non-Compliance Charges, as described below.

#### ADDITIONAL CUSTOMER CHARGES

In addition to the customer charge under the filed rate applicable to the customer, a monthly charge will be levied for Cooperative Interruptible Service. The Additional Customer Charge for I-3 is:

\$86.00 per month.

A credit for part of these charges will be calculated if part of the metering and communication system is already in place or is purchased by the Customer.

Sheet 3

#### NANTUCKET ELECTRIC COMPANY

#### COOPERATIVE INTERRUPTIBLE PROVISIONS FOR I-3

#### METHOD OF INTERRUPTION NOTIFICATION

Advance notice of interruption will be provided by the Company to the customer by means of a notification device which will be provided by the Company and owned and maintained by the Company, except as above provided.

The required notification period is shown on the Interruption Schedule.

#### INTERRUPTION SCHEDULE

The shedding of contractual Interruptible Load will be in accordance with the following schedule:

<u>I-3</u>	Option 1	Option 2
Maximum Number of		
Interruption days/Year	74	37
Maximum Number of Continuous		
Interruption Hours/Day	10	8
Minimum Hours of		
Notification	1	1

These limits may be adjusted and options added or deleted from time to time to conform with the requirements for Type 2 Pool Controlled Dispatchable Load - Operating Procedure #4 Action, which are described in the New England Power Pool's Criteria, Rules and Standards No. 16.

#### Seasonally Differentiated Service Agreement

Subject to mutual agreement between the Company and the Customer, a Customer selecting either I-3 Option 1 or Option 2 may set the Firm Power Level at different levels in the program winter season, which is November through April, and the program summer season, which is May through October. In this situation, all customer data used to determine Credited Interruptible Load (CIL) will be segregated by the two program seasons and the CIL will be calculated seasonally. Credits for months during each program season will be based on the seasonal CIL. NEPOOL acceptance of the seasonally differentiated interruptible load is a necessary, but not sufficient condition for Company acceptance. The interruption schedule for the Option chosen will remain unchanged.

### COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-3

#### INTERRUPTIBLE CREDIT CALCULATION

The Total Interruptible Credit earned annually is determined by the following formula:

 $IC = A \times CIL$ ; where

IC is the Interruptible Credit earned annually,

A is the Total Annual Credit per KW for the option selected,

CIL is the Customer's Credited Interruptible Load, and

The amount IC is payable on the following terms. The total annual interruptible credit will be paid in twelve (12) monthly installments. The monthly additional customer charge for CIS will be deducted from each monthly installment. Any incurred and unpaid Non-Compliance Charges, as described below, will be deducted from each monthly installment.

#### NON-COMPLIANCE CHARGE CALCULATION

For each Interruption where the Interruption Period Load is greater than the Firm Power Level, a Non-Compliance Charge shall be determined by the following equation:

 $NCC = N \times (IPL - FPL)$ ; where

NCC is the Non-Compliance Charge assessed on each Interruption

N is the Non-Compliance Charge per KW applicable to the option selected

IPL is the Customer's Interruption Period Load, and

FPL is the Customer's Firm Power Level.

The Non-Compliance Charge shall not be less than zero.

The Non-Compliance Charge shall be assessed to the Customer in the month after it was incurred. Any unpaid charges shall be deducted from monthly interruptible credits.

Sheet 5

#### NANTUCKET ELECTRIC COMPANY

#### COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-3

#### INTERRUPTIBLE CREDIT SCHEDULE

	TOTAL ANNUAL	MONTHLY
SELECTED	INTERRUPTIBLE CREDIT	INTERRUPTIBLE CREDIT
OPTION	PER KW	PER KW
1	\$112.00	\$9.33
2	\$89.00	\$7.42

#### NON COMPLIANCE RATE SCHEDULE

	EACH INTERRUPTION
SELECTED	NON-COMPLIANCE
OPTION	CHARGE PER KW
1	\$4.53
2	\$7.23

Failure of performance by the Customer during Interruptions shall, at the Company's discretion, be sufficient cause for an adjustment of the Customer's Firm Power Level in the agreement or cancellation of the existing agreement and the availability of Cooperative Interruptible Service.

#### TERM OF AGREEMENT

The agreement for service under these Terms and Conditions shall remain in effect until terminated by the Company or the Customer. Except as otherwise provided herein, a minimum of one year advance written notice shall be required to terminate service under these terms and conditions.

Effective January 1, 1997